



**SOFTWARE USAGE AGREEMENT (SUA)  
(Government Purposes Only - Interagency Release)**

\_\_\_\_\_ (hereinafter RECIPIENT) has requested that the United States Government as represented by the National Aeronautics and Space Administration, NASA/Marshall Space Flight Center, located at MSFC, AL (hereinafter NASA), release the following computer software:

Name:

Version: NASA Case No: **MFS-** (hereinafter SOFTWARE).

The authority for NASA to release SOFTWARE is NASA Policy Directive (NPG) 2210.1A, 2.2.5.4.

NOW THEREFORE, in consideration of NASA releasing the SOFTWARE to RECIPIENT and granting RECIPIENT the right to use such SOFTWARE for the stated purposes, RECIPIENT agrees as follows:

1. This SOFTWARE is not in the public domain and nothing in this Agreement shall be construed as making the SOFTWARE available to the public without restriction. The SOFTWARE shall be released only to employees or contractors of RECIPIENT and shall be used for Government Purposes only.
2. There shall be no further distribution or publication of the SOFTWARE by RECIPIENT, neither the source code, nor the executable code, nor associated run-time applications, whether standalone or embedded, to or for use by any third party without the express prior written approval of NASA.
3. Excluded from the foregoing restrictions is information that:
  - a. was published, known publicly or otherwise in the public domain prior to the effective date of this agreement;
  - b. was known to RECIPIENT prior to the effective date of this agreement, provided that RECIPIENT shall have the burden of establishing such prior knowledge by competent written proof;
  - c. subsequent to the effective date of this agreement, is published by NASA, or becomes publicly known, or otherwise becomes part of the public domain through no act or omission of RECIPIENT; or
  - d. subsequent to the effective date of this agreement, is made available to RECIPIENT by a third party under no obligation of confidentiality.
4. The SOFTWARE remains the property of NASA. If the SOFTWARE is modified or enhanced, NASA will be provided the complete source code of the modified or enhanced

version. There shall be no further distribution or publication of the modified or enhance version of the SOFTWARE without the express prior written approval of NASA.

5. NASA shall be neither liable nor responsible for any maintenance or updating of the SOFTWARE, nor for correction of any errors in the SOFTWARE.

6. The SOFTWARE is intended for domestic use only and shall not be made available to anyone outside of the United States. In addition, within the United States, the SOFTWARE shall not be made available to foreign persons (as defined by 22 CFR §120.16). Furthermore, the SOFTWARE shall not be provided to any person or entity listed on any “denied parties/persons” list (including the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons; Office of Foreign Assets Control, Changes to List of Specially Designated Nationals and Blocked Persons; Office of Defense Trade Controls, List of Debarred Parties; Bureau of Export Administration, List of Denied Persons; Bureau of Export Administration, Entity List). RECIPIENT certifies that it is not a foreign person (as defined by 22 CFR §120.16) and is not listed on any of the aforementioned lists.

7. Notwithstanding any provisions contained herein, RECIPIENT is hereby put on notice that export of any goods or technical data from the United States may require some form of export license from the U.S. Government. Failure to obtain necessary export licenses may result in criminal liability of RECIPIENT under U.S. laws. NASA neither represents that a license shall not be required nor that, if required, it shall be issued. Nothing granted herein to RECIPIENT provides any such export license.

8. If the SOFTWARE and/or any documentation provided with the SOFTWARE includes a copyright notice, or other restrictive marking or legend, identifying it as a work of a third party, the third party software or documentation will be governed by the terms and conditions of its copyright, or other restrictive marking. NASA disclaims all warranties and liabilities regarding third party software, if present in the NASA generated SOFTWARE, and distributes it “as is.”

9. This Agreement does not, in any manner, constitute an exclusive release of the SOFTWARE to RECIPIENT. NASA’s distribution of the SOFTWARE to other entities is in no manner limited.

10. The restrictions on disclosure and distribution imposed by this Agreement shall apply to any software code developed by RECIPIENT that incorporates any portion of the SOFTWARE.

11. This Agreement constitutes the entire understanding and agreement between the parties hereto relating to release of the SOFTWARE and may not be superseded, modified or amended except by further written agreement duly executed by the parties.

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12. RECIPIENT shall inform all employees of RECIPIENT given access to the SOFTWARE of the restrictions specified herein, and RECIPIENT shall require that such employees be bound by such restrictions. Furthermore, RECIPIENT represents that it has authority to bind such employees to the restrictions specified herein.

13. Either NASA or RECIPIENT may terminate this Agreement, at any time by written notice to the other thirty (30) days before the desired date of termination. Upon termination of this Agreement, RECIPIENT shall return the SOFTWARE to NASA, or if so instructed, shall certify that the SOFTWARE has been destroyed and/or deleted from the computer systems on which it resided.

14. The effective date of this Agreement shall be the date of RECIPIENT'S execution of this Agreement as set forth below. The person signing below on behalf of RECIPIENT represents that he or she is a United States citizen and has the authority to sign this Agreement on behalf of RECIPIENT.

Executed on Behalf of NASA by:

\_\_\_\_\_  
Caroline K. Wang  
Software Release Authority

\_\_\_\_\_  
Date

Executed on Behalf of RECIPIENT by:

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(Indicate formal title if signing as an authorized representative of a company or entity.

If signing as an individual, fill in the Title line as "Individual")

Name of RECIPIENT: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_